

REQUEST FOR PROPOSALS

Issue Date: January 22, 2010

RFP VDEM 12-30-09

Commodity Code: 96217

Title: Charter Bus Services

Issuing Agency & Address:

Commonwealth of Virginia
Department of Emergency Management
10501 Trade Court
Richmond, VA 23236

This form must be completed and returned with proposal.

Period of Contract: Date of award through March 31, 2011; with the option to renew for three (3) additional one year periods.

Sealed proposals for furnishing the services described herein will be received until **2:00 p.m., local time on March 3, 2010.** Proposals must reach the above address by the deadline stated.

All questions shall be via email and be directed to: Joyce.McAllister@vdem.virginia.gov (804) 897-6500 ext. 6561. **All questions shall be submitted no later than 5:00 p.m., February 17, 2010. No questions will be received after that time.**

**IF PROPOSALS ARE MAILED OR HAND DELIVERED SEND DIRECTLY TO
ISSUING AGENCY SHOWN ABOVE.**

In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror:

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

_____ Zip Code: _____

Title: _____

FEI/FIN NO.: _____

Phone: () _____

E-mail: _____

Fax: () _____

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on February 10, 2010, at 10:00 am, at the Virginia Operations Department of Emergency Management, 7700 Midlothian Turnpike, Richmond, VA. 23235, 804-674-2400 (Paragraph VI. A, herein).

Check all that apply: Minority-Owned: ☐ Small Business: ☐ Women-Owned: ☐

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for charter bus services for the VDEM, an agency of the Commonwealth of Virginia. The term of the contract is for two (2) year(s), or as negotiated. There will be an option for three one year renewals, or as negotiated.
- II. **BACKGROUND:** This contract is to provide bus operation evacuation services. The Contractor shall be prepared to provide over-the-road bus services to support evacuation of the general population in the Commonwealth of Virginia (Commonwealth) including the National Capital Region of Northern Virginia, Southeast (Tidewater) Virginia and other parts of Virginia, as needed in accordance with the requirements of this Statement of Work (SOW). Evacuation services for special populations other than the general population (e.g., those in nursing homes, hospitals, or other institutions) will also be considered to be provided by the Contractor. The number or estimates provided in this SOW are based on the Southeast Virginia situation and other major or minor events elsewhere in the Commonwealth may involve different numbers and/or estimates. Contractor is expected to have Federal Motor Carrier Safety Administration (FMCSA) authority to conduct for-hire transportation of passengers and the availability to access a major fleet to meet the requirements of this solicitation, have current dispatch capability, fleet maintenance capability and be capable of managing and integrating the services addressed below.

It is unknown at this time, due to inconsistency of events, exactly how many events the Contractor may be called upon to activate for during any given emergency period. Events the Contractor shall be responsible for mobilizing all facilities, equipment, personnel, materiel, and other resources necessary in order to respond in a manner as described in this solicitation to an activation work order. "Mobilization" means the process of marshaling the transportation sector to provide equipment, materiel, goods and services required to support all services described in this solicitation upon receipt of an activation work order. It also includes the mobilization of labor, capital, facilities, and contributory items and services in order to effectively accomplish the short surge of operations, maintenance, and logistics capabilities. A "turn-key" operation is desired for this solicitation.

For planning purposes, this SOW describes potential evacuation needs for an imminent tropical storm or hurricane scenario in the Commonwealth of Virginia. The Contractor could conceivably evacuate up to 50,000 persons from designated sites in Southeast Virginia, or other site locations throughout the Commonwealth, to receiving locations up to 250 miles distant. The Commonwealth estimates that as many as 1200 over-the-road buses, a complement of drivers and support staff, dispatch and communications functions, and related logistics support may be necessary. Mobilization could include activation of the full fleet of buses or partial activation of a smaller number of vehicles, depending on the nature and scope of event. Contractor shall be responsible for operating and maintaining the vehicles used in the performance of the resulting contract in accordance with federal, state and local laws,

regulations, and safety and property management requirements. This shall include obtaining appropriate liability insurance coverage, a copy of which must be provided to the agency. It should be noted that due to the emergency nature of this requirement, state and local conditions may be altered. **The Contractor shall be responsible for providing services and support subject to any changes in situational emergency status.**

Staging Areas - There will be State staging areas where the bus fleet will assemble as they arrive from points of origin. This will be the base of operations and central point for maintenance, crew rest, lodging, etc. The Contractor will initially stage buses in the Richmond, Virginia area. It is recognized that Richmond, Virginia staging areas is the preference. However, the Contractor is to also locate and recommend suitable staging areas. As other staging areas are identified, they will be incorporated into the resulting contract as well as plans pertaining to this contract.

Locality Pick-Up Points - There will be pre-established Pick-up Points where local authorities will assemble evacuees. These will be the points at which the state-provided bus fleet will manifest and embark evacuees. In the event hotels are not available, the Commonwealth will make every effort to provide lodging accommodations for Contractor field personnel at or near the locality pick up points and other staging or support areas.

Drop-Off Points - Drop off points are intended to be within a 250 mile radius of pick-up points. Specific locations will be identified during the operation and may change as the evacuation progresses.

Evacuation Window - Because of the uncertainties involved in long-range weather forecasting, limited time will be available to stage and employ evacuation assets. Current State planning allocates a maximum period of time for evacuation operations of three days prior to landfall of tropical storm force winds. In some cases, there may be an opportunity to pre-stage vehicles prior to evacuation. However, other scenarios may allow significantly less advance warning and reduced periods of time for evacuations.

Resources - The Contractor will provide adequate numbers of drivers, buses, as well as repair, maintenance, and staff to keep the fleet continually operational throughout the period of evacuation operations, while complying with all applicable safety and regulatory requirements.

Pets - Up to two small pets (under 20 pounds) will be permitted aboard each bus provided they are in appropriate carriers and remain in the possession of the traveler. Pets cannot be placed in baggage, overhead storage spaces or in the aisles. Travelers will be responsible for all pet care.

Command and Control - Emergency directions and information for control of bus operations, direction, and prioritization will be provided by the Virginia

Emergency Operations Center. Once directions have been given, the implementation of the orders is the responsibility of the Contractor.

Other potential event scenarios will require the provision of services or items listed above and will be identified as they become known. Because of the emergent nature of this requirement, the Contractor will be issued activation orders in the event of each designated situation.

For events within the Tidewater & Eastern Shore Region, orders will be issued either electronically or verbally by the Contracting Officer, the VERT Procurement Officer or the VDEM Logistics Chief. The orders will contain the scope of the services and support required, key locations and points of contact, as well as any changes in planning assumptions. The Contractor shall activate operations immediately upon issuance of the orders.

OPERATIONAL ASSUMPTIONS

- a. Contract performance requires operating in an environment that is not typical for providing bus services. Services are being delivered on a commercially reasonable effort basis as described in the following:
 - The Standard Operating Procedures (SOP) developed under this solicitation will be used for operational guidance. Deviations from SOP are permitted when, in the judgment of the responsible Contractor employee, subcontractor or service provider, they are necessary and appropriate and only when approved by the Commonwealth of Virginia Emergency Response Team Logistics Chief or his designee.
 - When reasonably possible and practical, the SOP for driver hours of service will be followed. However, because of occasional delays and/ or longer distances and travel times, it may be appropriate to extend hours of service. This contract will assume that a State declaration of an emergency has been made and that a waiver of normal driver hours of service regulations has been issued from the appropriate Commonwealth authority. During contract performance, normal hours of service may be exceeded when deemed necessary. The Contractor will use commercially reasonable efforts to address such situations before they become critical and contact Virginia Emergency Operations Center (VEOC) for direction. The VEOC shall promptly furnish specific direction by providing an alternative rest stop location that permits passenger unloading at an appropriate facility so the driver can rest. The Contractor will work with the VEOC so as not to abandon passengers on a bus no matter what hours are incurred.
 - The Contractor and its employees, subcontractors or contract service providers will not be required to perform bus or other

operations in situations that in the judgment of the Contractor's lead on-site representative and the VEOC that could result in injury, property damage, or loss of life to the Contractor's employees, passengers or others.

- Should a bus with passengers onboard not be provided a drop-off point or permitted to disembark passengers within a reasonable time, the Contractor shall notify the VEOC of the situation and the VEOC shall promptly provide direction so that unloading may be achieved.
 - Security of all sites of operations involving Contractor, its employees, subcontractors and contract service providers, including but not limited to Vehicle Staging Points, Pick-Up Points, Passenger Drop-Off Points, and Vehicle Refresh Points, is not the responsibility of the Contractor. The Contractor shall have support from the Commonwealth of Virginia and the Locality when needed throughout the performance of its bus operations under this contract.
 - Any Mobile vehicle communication equipment, GPS equipment, and purchased, durable location kit equipment acquired by Contractor for performance of this contract after an "Activation Order" is received will be considered the property of the Commonwealth.
- b. Activation prices for an event described in Section A should be based on these evacuation operational parameters:
- Activation prices shall be scalable based on the magnitude of the event.
 - A maximum evacuation event has the following scalable factors: time duration of 10 days, with 3 days for the initial evacuation, 3 days for storm duration, and 4 days for returning evacuees to their original point of departure.
 - Each activation will be considered a separate event and will be priced in individual activation orders based on scaling factors.
 - For a maximum event, the Contractor will use commercially reasonable efforts to supply up to 1,200 buses (See Background - Important Note).
 - The Contractor will be responsible for managing, providing or dispatching any Para transit vehicles for an evacuation including properly equipped low-floor conversion buses.

- c. The operational assumptions above and associated planning are for the Commonwealth of Virginia – Tidewater Region evacuation operations. Planning assumptions for other Virginia Regions are expected to entail different response times that are dependent on the specific assumptions for the geographic location and population estimates for the evacuation services ordered. To support operational planning the Contractor will provide analysis information for several operational scenarios requested by the Commonwealth. A limited amount of similar analysis may be requested and will not exceed the equivalent of two operational scenarios.
- d. The following are not included in the scope of this contract.
 - Additional vehicle staging areas, vehicle refresh and passenger transfer points to cover the need to change buses and drivers to safely move evacuees to multiple or widely distributed shelters and delivery points beyond 250 miles from pick-up points.
 - Planning and support for rail service evacuations involving bus services for unloading and delivery to shelters.
 - Planning and support for any states other than the Commonwealth of Virginia evacuation requirements.

III. STATEMENT OF NEEDS:

The Contractor will conduct planning activities to increase readiness, including:

- Preparation of a plan outlining the staffing requirements to perform the services under this task including recording evacuee information and their locations.
- Identification and qualification of all personnel will be according to standard industry practices as required for the performance of this work.

Preparation of a management plan and concept of operations outlining how the Contractor will perform and coordinate and manage staff at the central dispatch center and in the field and how the Contractor will communicate with its staff, VDEM, VSP, VDOT and local officials. The plan will also cover how the Contractor will provide information to the Virginia Emergency Operations Center regarding the status of operations. The plan will also describe closeout / demobilization operations and activities.

1. Preparation of Standard Operating Procedures (hereinafter referred to as "SOPs") and training elements for all aspects of the Program, including vehicle operation, fleet maintenance, dispatch service, maintenance staff, and interface with participating State, and Local authorities. SOPs shall include appropriate procedures for carrying and storing pressurized oxygen and other potentially hazardous materials needed by evacuees.

The SOPs must address the following specific issues:

- a. Baggage and pet handling
 - b. Loading and unloading procedures
 - c. Accommodation for persons with disabilities or special needs
 - d. Driver work and rest schedules and accommodations
 - e. Vehicle inspection and maintenance
 - f. Reporting and communications requirements
 - g. Loading and transport of hazardous materials (O2 Bottles)
 - h. Handling difficult passengers
 - i. Emergency Evacuations of buses due to fire or other incidents
 - j. Activation, operation and close-out / demobilization procedures (Delivery is dependent on and after site visits.)
2. Implementation of a Central Dispatch Operations (CDO) center and all of the communications facilities and capabilities (including dedicated communications channels) required to maintain around-the-clock communication with operation centers, staging areas, pick up points, passenger drop off points, vehicles (buses and support vehicles), and VDEM entities at the Virginia Emergency Operations Center. The Contractor shall provide a document outlining the capabilities of the Central Dispatch center and a description as to how it intends to communicate with the various elements will be required under this statement of work.
 3. Ensure all personnel expected to participate in the performance of this work are familiar with and receive copies of appropriate SOPs.
 4. Identification of requirements for bus operations at Commonwealth identified staging areas and locality pick-up points.
 5. Conduct on-going planning for evacuations based on changes to planning scenarios (e.g. location of shelters, location of local pick-up points). Utilize the staff time estimated and reasonably available for conducting planning and provide information to allow the Commonwealth to communicate the anticipated ramifications of various operational issues on the efficiency with which evacuations can be conducted. This support will include:
 - a. Up to ten planning scenarios may be analyzed with pick-up and

drop-off points matched and resource estimates (buses, drivers and locations) provided. The Commonwealth shall provide all data, assumptions and parameters needed to complete the analysis. For each analysis, delivery shall be agreed with consideration for the scope of the requirement and availability and priorities of personnel needed to perform the analysis. The goal for completion of the analysis and delivery of a report is ten working days from date of request.

- b. A pick-up point process survey will be developed and delivered to VDEM for distribution to the Commonwealth Localities. The Contractor will analyze the results and compile a list of issues for VDEM. After receiving the surveys and at the direction of VDEM, Contractor will conduct up to 12 "drive-by" site visits (short location visits with no on-site local or state contact) and up to four in-depth site visits with interface with state and local officials. The findings of these visits will be documented in a report to VDEM. This effort should be defined and initiated within 60 days of contract award. Contractor will participate in up to two group meetings set up by VDEM on-site in Richmond, Virginia to review the survey results and discuss process changes or improvements with the parties.
 - c. Within the first 12 months of the contract award the Contractor will provide VDEM a list of concerns regarding the pick-up points and local evacuation processes based upon information collected. VDEM will provide the list with Action Recommendations to the localities.
 - d. After joint agreement on an appropriate test plan and schedule, the Contractor will conduct a mock drill to evaluate the initial phase of its emergency operations. Contractor will provide a report on the drill to VDEM.
 - e. The Contractor will be asked to participate in the yearly Virginia Emergency Response Team Exercise (VERTEX) held each year at the Virginia Emergency Operations Center as well as other drills held throughout the year. VERTEX participation will be mandatory with personnel staffing the Virginia Emergency Operations Center.
7. Maintain awareness of current emergency transportation issues at the Federal, State, and local levels. The permanent staff supporting this contract will use commercially reasonable efforts to coordinate its activities related to these issues with other emergency transportation providers. All communications with State or Local representative regarding specific emergency planning operations will be coordinated with VDEM.
8. The Contractor shall use commercial reasonable practices to provide transportation for mobility challenged persons up to 1% of estimated

evacuee population.

EVENT ACTIVATION

Upon receipt of an activation order, the Contractor shall provide bus transportation services and furnish as many as 1,200 long-haul, over-the-road buses (defined as a minimum of 40 foot vehicles with on board sanitary facilities and luggage compartments) that are road ready; meet all State and Federal safety requirements; and have adequate performance records for the purposes of the evacuation. It is anticipated that there may be a two day advance notification before actual passenger embarkation. Order quantities may be affected by amount of advance notice provided. Evacuation operations are likely to occur over a three-day period, but may be over a shorter timeframe depending upon the event.

Evacuation services for an event are scalable according to the magnitude of the event. Prices for lesser events shall be agreed to by the parties based on specific factors that determine its magnitude. Some of the factors to be considered when scaling for lesser events are as follows: population to be evacuated, number and location of passenger pick-up points, number and location of passenger drop-off points, number and location of available vehicle staging locations, days available for notification, days available for evacuation operations, hours of operations planned at the pick-up location, and highway contra-flow plans and timing. With this and other information identified during the activation process, the number of evacuation coaches can be determined and all support functions scaled so that the pricing can then be negotiated for the evacuation services being ordered.

Evacuation operations include the following:

1. Dispatch Services – The Contractor shall provide bus dispatch services to include overall fleet coordination and direction that ensures a smooth flow of evacuees to designated receiving points under emergency conditions. This includes standard services, such as route planning coordinating driver and vehicle needs, as well as en-route services and support. Dispatch services must be continually adjusted or refreshed to account for road conditions, roadblocks, destination changes, or other unanticipated conditions.

Dispatch services shall include GPS tracking of assets. The Contractor shall submit a communications plan/ flowchart which includes as an integral part, a GPS tracking and reporting plan. This plan must be submitted within 60 days of contract award. The process will be designed to upload asset locations into the tracking system every 15 minutes; however actual upload of the data may vary since the operations are normally dependent on third-party services in an emergency environment.

Local landline and wireless communications may be unstable or unreliable in the potentially disaster-impacted area. Regular phone service and cell

towers may not be operational. Adequate back-up communication between central dispatch, field staff (staging, pick-up, disembarkation, and other field locations), bus operators, and VDEM entities at the Virginia Emergency Operations Center must be provided.

- a. Central Dispatch Operations – The Contractor shall provide Central Dispatch services, including overall fleet command and communications services for operations. This includes continually monitoring and managing the status of bus movement, on-loading and off-loading of evacuees, support services, and operations. Central Dispatch will provide regular reports regarding asset location and manifest information to the Virginia Emergency Operations Center.
- b. Field Staff – Central dispatch support shall include adequate field staff to coordinate with central dispatch and manage the bus operator interface at the Commonwealth bus staging areas, locality pick up points, and drop off points. It is recognized that some responsible local entities involved in an evacuation activity will be recording evacuee information, including names, other information they deem appropriate, and the point to which the evacuee is being transported. In these cases Contractor shall not record evacuee information other than recording the number of evacuees being transported. Initially the Contractor shall provide manual evacuation records, recording and reporting and will not input such evacuation records into a centralized computer database. The Contractor, in conjunction with VDEM, shall develop the ability to input, within 48 hours, evacuation records into a centralized database. Passenger reporting with number of evacuees that depart local pick-up points by location will be provided using best available means. No copies of the records shall be made or distributed outside of the Contractor's control without the Virginia Department of Emergency Management's approval.
- c. Liaison to Joint Field Office – Contractor personnel are required to staff the Virginia Emergency Operations Center in support of VDEM's Emergency Transportation Group (referred to as Emergency Support Function-One --Transportation under the National Response Plan). This support may need to be available 24/7 and scalable based on the scope and nature of the event. Services include providing regular reports and input for briefings, responding to inquiries, and providing status updates. This will also require voice and data links to the Contractor's central dispatch.
- d. Activation of Dispatch Services
 - Readiness. Upon direction from VDEM, the Central Dispatch Operations (CDO) staff shall be mobilized. Personnel will

report to the location assigned by VDEM and prepare to implement the program. Communications shall be established with VDEM entities at the Virginia Emergency Operations Center and other government authorities or local responders as required by VDEM.

- Operations. During the actual evacuation, the CDO shall provide updates to VDEM and shall be the central point of contact for disseminating instructions to transportation operations and maintenance staff in the field. The CDO shall provide oversight to assure that all operating processes are being implemented effectively. Necessary changes to procedures shall be communicated to field staff and vehicle operators by the CDO.
 - Close-out Operations. In accordance with instructions from VDEM to de-activate, the CDO shall issue instructions to all involved to complete tasks and return to their base stations, in accordance with Contractor-developed plans for close-out. Close-out plans may need to be modified based upon the circumstances of the event. CDO itself shall demobilize in a manner consistent with the ability to re-mobilize rapidly for a new activation. A report on CDO operations will be prepared for inclusion in the after-action review report (See 2 c. below), within ten days of demobilizing.
2. Fleet Management Services – The Contractor shall provide fleet management services, including coordination of fleet assembly, operations, and demobilization. Fuel will be paid for by the Contractor and fuel costs will be reimbursed by Government. If necessary, fuel will be supplied by Government during an evacuation. The Contractor will manage coordination of refueling logistics, bus maintenance (including sanitation collection), and driver lodging and subsistence (e.g., food, water, and sanitary facilities). Bus maintenance should support bus transportation operations at a satisfactory level of road-readiness and good repair. This will require routine inspection and maintenance, light repair, and heavy repair. Adequate replacement of units will be available in case of on-the-road breakdown in accordance with standard operating procedures.
- a. Readiness. The Contractor shall alert and mobilize fleet management and maintenance staff at the time of activation. At the time of activation, maintenance staff will perform vehicle checks and prepare the fleet, including support vehicles. The Contractor shall provide oversight and quality assurance of maintenance activities, and make any adjustments as necessary to meet manufacturers' recommended maintenance standards.

- b. Operations. When activated, buses shall be moved to assigned locations or staging areas in or near the affected area and placed on stand-by. The Contractor shall ensure that each bus is fitted with a GPS unit. The Contractor shall be responsible for fleet management during the entire term of performance including "stand-by" mode. The Contractor shall coordinate bus operations at the staging areas. Once buses are deployed maintenance staff shall be available for all maintenance activities as delineated in the SOPs.
- c. Closeout Operations. After evacuation is completed, the Contractor shall provide an after-action report when requested by the Contract Manager. The report will include an accounting of fuel usage (note if fuel was provided), equipment usage, and final inventory, as well as a report on the performance of equipment and teams, safety record, and recommendations for major maintenance and procedural revisions. An inventory of equipment will be accomplished during the replenishment process following an evacuation. As appropriate, additional information concerning Maintenance Operations will be provided to Virginia Department of Emergency Management for use in its after-action review.

3. Fleet Operations:

Operations during evacuation. Upon instruction from CDO, drivers shall perform walk-through inspections of their buses and proceed from the staging area via specified route to their first area for pick-up. On arrival at the pick-up point, evacuees shall be boarded, and upon instructions of the dispatcher, the bus shall depart for its pre-assigned passenger drop off point.

- a. Drivers shall have instructions (documented in the appropriate SOPs) for addressing roadside emergencies and commercially reasonable direct and reliable communication to CDO, subject to availability of service.
- b. After disembarking all evacuees at the designated drop-off point, the Contractor shall assure buses are cleaned and re-equipped before embarking additional evacuees on the next pick-up cycle when necessary.
- c. After the last drop-off of evacuees, drivers shall move buses to staging areas or other safe haven as directed by CDO. Vehicles shall be inspected and prepped for maintenance (for potential return of evacuees or further post-storm evacuation operations) or returned to base operations pursuant to the SOPs. It is the Contractor's responsibility to assure that Government furnished property and supplies are accounted for. That Contractor will be

held responsible for Commonwealth property lost or damaged in the proper performance of this contract while in the Contractor or his employees' possession.

4. Evacuee Logistics – While en route, the Contractor shall provide to evacuees, adequate sanitation facilities and first aid supplies. Any food and water for passengers will be provided by the Commonwealth or the Locality and the Contractor will be responsible for loading provided food and water on its buses and furnishing them to the passengers.
5. Facilities and Logistics Support – Fencing, lighting and security for all government-designated operating points, including the permanent staging location, will be provided by the Commonwealth and the Locality. The provision of space and facilities at federally designated pick-up and drop-off points is the responsibility of the state/local authorities.

REPORTING

The Contractor shall submit various reports and deliverables specifically called for in the items referenced above. The Contractor shall implement best practices in the performance of this contract that provide for:

- Timely responses to all post-event information and document requests, including requests for interviews or testimony from Government authorities must be adhered to. The Contractor shall notify the VDEM Contract Manager and Contracting Officer immediately if it becomes aware that information it has provided is no longer accurate. The Contractor shall not release any information or materials regarding the evacuation without express permission of the VDEM Contract Manager or the Contracting Officer.

ACCESS TO SENSITIVE INFORMATION

Work under this contract may involve sensitive information which shall not be disclosed by the Contractor unless authorized by the contracting officer or the Contract Manager. To protect sensitive information, the Contractor shall provide training to any Contractor employee authorized access to sensitive information and, upon request of the Commonwealth, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Commonwealth to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security may be removed from performing work under the particular Contract when requested by the Contracting Officer.

The Contractor shall ensure that Contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2)

have background investigations performed as deemed necessary by the Commonwealth of Virginia.

The Contractor shall include the above requirements in any subcontract awarded involving access to Commonwealth facilities, sensitive information, and/or resources.

PROCEDURES FOR ACTIVATION TASK ORDERS FOR EVACUATION OPERATIONS OUTSIDE THE TIDEWATER REGION OF VIRGINIA

The parties agree that bus evacuation operations under this contract will be for the Commonwealth, **covering the entire Commonwealth of Virginia**. Bus evacuation operations outside the Tidewater area of the Commonwealth area will be authorized using the procedures described below:

- An authorized representative from VDEM will notify the Contractor of a requirement to activate bus evacuation operations outside the Tidewater Regional area. As part of this notification, VDEM will provide as much information as possible relating to nature of incident, geographic location, population figures for evacuation, locations and distances, estimated number of bus assets needed, and duration.
- The Contractor shall perform an initial assessment of its ability to respond to the incident and advise the Commonwealth of its capabilities within two hours of notification. Based on this initial assessment, the parties will negotiate a mutually agreeable scope of work and the Contractor shall propose a price schedule for that scope of work within four hours of the original VDEM notification.
- The parties may mutually agree to modify these time frames. The agreement should be documented in writing (e-mail is sufficient).
- The contracting officer or contract manager through ESF 7 Logistics will issue the task order for the agreed-to scope of work.
- **The Contractor should use the pricing provisions and structures established in this contract to the maximum extent practicable when developing a proposal to define the task order.** However, the Contractor may propose adjustments to the contract's existing pricing formulas and provisions to reflect any unique circumstances as a result of conducting evacuation operations outside the Tidewater region.
- The parties will follow the procedures established elsewhere in this contract for establishing a schedule to define task orders issued in accordance with these procedures.

For the purposes of this provision, the Tidewater Region of Virginia is defined as the Localities identified in the Virginia Department of Emergency Management's

Region 5 of Virginia.

The Contractor is not obligated to accept a task order under this special provision if the parties cannot agree to a scope of work and cost factors.

PROCEDURES FOR ISSUANCE OF ACTIVATION ORDERS

Several factors affect the number of buses that need to and/ or can be brought into an evacuation event. These factors include items like (examples only) the number of pick-up and drop-off points and the distance between them, at what time the activation is transmitted to Contractor, the length of the planned evacuation period, and the time between the advance notice and when evacuation begins. This and other available information shall be considered when ordering bus evacuation services. The parties will agree on more specific ordering instruction before and during activations periods.

GOVERNMENT FURNISHED INFORMATION

In support of this solicitation, the Commonwealth will, from time to time, transmit information such as Locality pick-up points, drop off points, shelter areas and various other documents to be utilized to support evacuation services. These documents are being updated regularly and will be provided to the Contractor in support of planning and operational functions.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and six (6) copies of each proposal must be submitted to the purchasing agency. No other distribution of the proposals shall be made by the offeror.
2. Proposal Preparation: Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agency at its discretion. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State agency. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. The issuing purchasing agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may not be conducted. Therefore, proposals should be complete.

a. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the VDEM may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

- (1) The return of the General Information Form and addenda, if any, signed and filled out as required.
- (2) Provide a description of available equipment. Include passenger capacity, features, maintenance, and age of bus fleet. You may use Attached E for this purpose, which has been provided to assist you in organizing the requested information.
- (3) Include a price schedule for all services offered. Include rates for loaded and deadhead miles, hourly rates, overnight stays; special requests that would result in additional charges, etc. Attachment E has been provided to list pricing.
- (4) Include qualifications, experience, training and routing preparedness of driving staff.
- (5) Offeror's experience in providing charter bus service.
- (6) Contingency plan for unanticipated emergencies (i.e. vehicle breakdowns, etc.)
- (7) Describe any additional services you would be willing to provide and include any other information which may be helpful in evaluating your proposal.
- (8) Recent references, either disaster related or governmental, for whom you have provided the type of services described herein. Include the date(s) the

services were furnished, the client name, address and the name, phone and fax number of the individual that VDEM has your permission to contact.

V. EVALUATION AND AWARD CRITERIA:

A. Selection Criteria:

Proposals will be evaluated by VDEM using the following:

	Criteria Point Value
1. Equipment, Staff, Resources	20
2. Small Business Plan	20
3. Price	20
4. Specific plans, including contingency plan, approach, and methods used to perform the services	25
5. Offeror's Experience/Background/References	15
TOTAL	<hr/> 100

B. Award:

Selection may be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VEM shall award the contract to that Offeror. The Virginia Department of Emergency Management may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359(D.), Code of Virginia.) Should VDEM determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE:

- A. An optional pre-proposal conference will be on February 10, 2010 at 10:00 a.m., at the Virginia Department of Emergency Management Operations Center, 7700 Midlothian Turnpike Richmond, Virginia. Check in with the receptionist on the 1st floor. The purpose of this conference is to allow potential Offerers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please allow time for parking.
- B. While attendance at the conference will not be a prerequisite to submitting a proposal, Offerers who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- C. Offerers outside of the Richmond Metro area may also have the option of an Audio Conference Call 1-866-842-5779, code 804-674-2424.

VII. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant

to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days

will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by

written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees

that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000. operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
3. Automobile Liability - \$1,000,000 per occurrence.
4. Garage Owner's Liability, Best's Guide Rating-A-VIII or better, or its equivalent.
5. Motor Carrier's Liability, Best's Guide Rating-A-VIII or better, or its equivalent.

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
 - 1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order

receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

W. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

VIII. SPECIAL TERMS AND CONDITIONS:

A. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best

proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

- B. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- D. AS BUILT DRAWINGS: The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. ADDITIONAL USERS: This procurement is being conducted on behalf of

state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. DRUG FREE WORKPLACE: The Contractor's employees will be subject to a pre-employment drug screening. All contract personnel shall be subject to post accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractors who work in correctional facilities, detention centers, boot camps, diversion centers, probation and parole offices, day reporting centers, and central or regional offices or with offenders, will be subject to random urinalysis testing.
- K. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

- L. HIRING PRACTICES: In the event a Contractor proposes to employ ex-offenders, the VDEM may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the VDEM may consider are: where the ex-offender served time, the nature of the crime and the length of time since sentence obligation was completed.
- M. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- N. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.
- O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of

the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

P. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime Contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly, basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Each prime Contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis,

information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

"If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your

bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dqs.virginia.gov."

IX. METHOD OF PAYMENT:

1. Compensation. Payment costs and schedules will be addressed as part of the negotiation process.
2. Billing and Payment
 - a. Invoices are to be submitted to:

**Commonwealth of Virginia VDEM
Attn: Finance Department
10501 Trade Court
Richmond, Virginia 23236**
 - b. Invoices shall include the Contract Number, Invoice Date, a detailed description of the pay items being invoiced, and the name and address to where payment is to be remitted.

X. PRICING SCHEDULE:

EQUIPMENT DESCRIPTION & PRICING SCHEDULE

EQUIPMENT DESCRIPTION

BUS DESCRIPTION CRITERIA	BUS TYPE 1	BUS TYPE 2	BUS TYPE 3
PASSENGER CAPACITY			
NUMBER OF BUSES THIS TYPE			
FEATURES OF THIS BUS			
AGE RANGE OF FLEET THIS TYPE			
AVERAGE AGE OF FLEET THIS TYPE			

PRICING

PRICING PER	BUS TYPE 1	BUS TYPE 2	BUS TYPE 3
“LIVE” LOADED (PER MILE)			
“DEADHEAD” RATE (PER MILE)			
HOURLY RATE			
OVERNIGHT FEE			
OTHER FEES			

SCENARIO PRICING: Please enter complete cost for trip in table below.

TYPICAL TRIP SCENARIOS – using all 55 passenger buses.	BUS LEAVES	BUS RETURNS	COST PER TRIP \$
TRIP #1 –	2:00 PM	11:00 PM	
TRIP #2 –	11:00 AM	10:00 PM	
TRIP #3 –	Day 1 – 6:00 PM	Day 2 – 8:00 PM	

ADDITIONAL EXPLANATION REGARDING PRICING STRUCTURE:

SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- ☐ Small Business
- ☐ Small and Women-owned Business
- ☐ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

**CONTRACTOR DATA SHEET
To Be Completed By Contractor**

1. QUALIFICATION OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:

_____ Years _____ Months

3. REFERENCES: Indicate below a listing of at least two (2) recent references, either commercial or governmental, but preferably for an institution of higher education for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

PERSON TO CONTACT E-MAIL ADDRESS:

CLIENT: _____

DATE: _____

ADDRESS: _____

PHONE AND FAX NUMBER: _____

Small Business Subcontracting Plan

DEFINITIONS:

Small Business: "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and

daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address D M B E Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					